

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AGRICULTURAL RESEARCH SERVICE
OF THE UNITED STATES DEPARTMENT OF AGRICULTURE
AND
(Name of Participant)

Agreement No.

The United States Department of Agriculture (USDA), Agricultural Research Service (ARS), and the (Name of Participant), hereafter referred to as "the Participants," hereby affirm their mutual interest in, and desire to broaden, cooperative research programs and exchanges.

The Participants recognize that cooperation is a matter of working together toward common goals of mutual interest, not merely cooperative financing or sharing of research activities. The Participants also recognize that successful cooperation occurs only through mutual understanding and efficient administration of cooperative programs. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities and authority of either party for independent action.

This Memorandum of Understanding (MOU) defines in general terms the basis for which the Participants may cooperate. Individual projects may be developed between the Participants which outline specific research projects.

ARTICLE I - PURPOSE

The purpose of this MOU is to strengthen the cooperation between the Participants in a collaborative effort to...**Describe purpose of cooperation.** To this end, the Participants may jointly explore and coordinate research, exchanges, training, and development activities of mutual interest, which would be implemented by mutual understanding and in conformity with the regulations and policies of both Participants.

ARTICLE II - MUTUAL INTERESTS

The Participants are currently engaged in and have independent interests in research designed to...**Describe area(s) of Mutual Interest.** The Participants recognize the mutual benefit to be achieved through cooperative planning and execution of research activities.

ARTICLE III - COOPERATOR AGREES TO:

To facilitate the cooperative research effort(s) described herein, the Cooperator agrees to:

Assign such members of its staff as may be required to meet its responsibilities, as well as aid in planning and jointly developing projects of mutual interest.

ARTICLE IV - ARS AGREES TO:

To facilitate the cooperative research effort(s) described herein, ARS agrees to:

Assign such members of its staff as may be required to meet its responsibilities, as well as aid in planning and jointly developing projects of mutual interest.

ARTICLE V - GENERAL PROVISIONS

The details of future cooperative undertakings should be planned and executed under the auspices of separate agreements between ARS and the Participant. Outlines covering goals and objectives, working plans, research methodologies, and procedures shall be prepared jointly. Intellectual Property Rights should be protected in accordance with mutually acceptable terms as defined by the future individual agreements.

Either Participant to this MOU shall be free to use any of the results in its official correspondence or publications provided due credit is given to the other Participant for its contribution(s) to the effort. It is understood that neither Participant will publish any results from joint research without consulting the other. This is not to be construed as applying for popular publication of previously published technical data. Publication may be joint or independent as may be agreed upon, always giving due credit to the contributions of all Participants involved in the joint effort. In case of failure to agree as to the manner of publication or interpretation of results, either Participant may publish data after 90 days notice and submission of the proposed manuscripts to the other. In such instances the Participant publishing the data will give due credit to the cooperation but will assume full responsibility for publication and interpretation of results therein.

This MOU does not constitute a financial obligation to serve as a basis for expenditures. Each Participant will handle and expend its own funds. All expenditures of ARS funds pursuant to this Agreement must be in accordance with ARS and Departmental rules and regulations, and in each instance they must be based on appropriate fiscal documents such as a lease, contract, extramural agreement, purchase order, etc. Expenditures made by the Cooperator will be according to its' own governing rules and regulations.

Either Participant shall be free to purchase and use any equipment needed to achieve the goals of this agreement. Equipment purchased with ARS funds shall remain the property of ARS and shall be subject to removal or other disposition by ARS at any time. Equipment purchased with the Cooperator's funds shall remain the property of the Cooperator and shall be subject to removal or other disposition by the Cooperator at any time.

The responsibilities assumed by each of the cooperating Participants are contingent upon funds being made available from which the expenditures may be legally made.

Cooperation under this MOU may commence from the date of signature and is expected to continue for five years. This MOU may be modified only by mutual agreement between the Participants in writing, and may be discontinued at the request of either Participant. Requests for any major change shall be submitted to the other Participant not less than 90 calendar days prior to the proposed effective date. Termination requests shall be sent to the other Participant not less than 90 calendar days prior to the desired effective date.

This MOU is entered into under the authority of 7 U.S.C. 3291.

Correspondence and documentation regarding this MOU should cite Agreement No._____.

Copies of all correspondence and documentation shall be sent by the originating Participant to the other at the following address:

ATTN: Authorized Departmental Officer
(Name and Address)

Cooperator's Contact Person
(Name and Address)

Signed in____(city and state)_____, this _____day of _____, 20xx.

For the U.S. Department of Agriculture
The United States of America:

For the (Name of Cooperator)

(Name and Title)

(Name and Title)